

17. The seller agrees, upon receiving full payment of the purchase price and interests in the property above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting only part thereof heretofore taken for public use, free of encumbrances except any that may affect after date of closing through any person other than the seller, and subject to the following:

Easements and restrictions of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate prior to the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or offset such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition of agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser or buyer and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Served upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including a to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.



Jack D. Collins

(SEAL)

James B. Collins

(SEAL)

Irma L. Frey

(SEAL)

Catherine S. Frey

(SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me *Jack D. Collins and Irma B. Collins and Edward J. Frey* and *Catherine L. Frey*, to me known to be the individuals described in and who executed the within foregoing instrument, and acknowledged that

they signed the same as

their free and voluntary act and deed

for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 26th day of March, 1981.

81-107

No.

TRANSACTION EXCISE TAX

MAR 26 1981

Amount Paid \$400.00

Skamania County Treasurer

By *Jack D. Collins* (Signature)

SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

NAME

Registered
Indexed, etc.
and
Recorded
Mailed

ADDRESS

CITY AND STATE

THIS SPACE IS RESERVED FOR RECORDER'S USE -

STATE OF WASHINGTON SS.

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Jack D. Collins

ON MAR 26 M 1981

RECORDED IN BOOK

OR *Recorded* AT PAGE *539*

RECORDS OF SKAMANIA COUNTY, WASH.

See memorandum

COUNTY AUDITOR

See memorandum

RECORDED IN BOOK

OR *Recorded* AT PAGE *539*

RECORDS OF SKAMANIA COUNTY, WASH.

See memorandum

COUNTY AUDITOR